

A. G. Contract No. KR95 2306TRN
ADOT ECS File: JPA 95-162
Project: P0800 02P
Section: FY95 - 96 Don't Drive
1 in 5 Promotional Campaign

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY
REGIONAL PUBLIC TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into 6 December, 1995,
pursuant to Arizona Revised Statutes Section 11-952 through
11-954 as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
REGIONAL PUBLIC TRANSPORTATION AUTHORITY, acting by and through
its Executive Director (the "RPTA").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The RPTA is empowered by Arizona Revised Statutes
Section 28-2512, 28-2513 and 28-2611 to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the RPTA.

3. The Federal Intermodal Surface Transportation
Efficiency Act of 1991 has made funds available to the State
for the use of RPTA for urban travel reduction efforts. The
State and the RPTA desire to define their respective
responsibilities relating to the transfer of up to \$35,000.00
thru the State to the RPTA and the expenditure thereof for the
Don't Drive 1 in 5 Promotional Campaign.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>20342</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/06/95</u>
<u>Gene Lee Hull</u> Secretary of State
By <u>Vicky Gruenewald</u>

II. SCOPE

1. The State will:

Provide the RPTA Federal Planning and Research and State funds in the amount of up to \$35,000.00, on a monthly cost reimbursement basis for activities performed directly relating to the program during the period 1 October 1995 through 30 September 1996. Retain the option to review and approve any subcontracts and progress/final reports.

2. The RPTA will:

a. Develop, implement and promote activities, materials and/or events in direct support of the program. Provide the required \$8,750.00 match and apply funding to program work activities in strict accordance with Exhibit A, which is attached hereto and made a part hereof, and applicable Federal and State laws, rules and regulations.

b. Promote public awareness of the pollution reduction benefits of using various alternative modes of transportation, other than the single occupant motor vehicle.

c. Invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$35,000.00. During September 1996, provide a final report summarizing the then-current program, significant program results, FY-96 program campaign events and results, the public relations conducted or accomplished, and RPTA's evaluation and recommendations for the future program. Send reports to ADOT, Transit Branch, 206 S. 17th Avenue, Mail Drop 340B, Phoenix, AZ 85007.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the RPTA by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

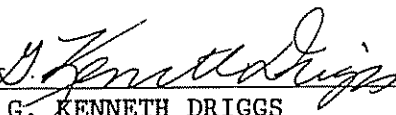
Regional Public Transportation Authority
Executive Director
302 N. 1st Avenue Suite 700
Phoenix, AZ 85003

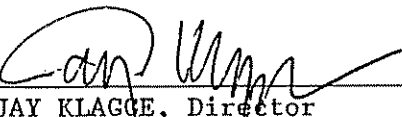
9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**REGIONAL PUBLIC
TRANSPORTATION AUTHORITY**

STATE OF ARIZONA
Department of Transportation

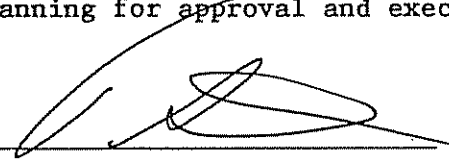
By 
G. KENNETH DRIGGS
Executive Director

By 
JAY KLAGGE, Director
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 28th day of August 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Maricopa County Regional Transportation Authority for the purpose of defining responsibilities for the FY95-96 Clean Air Force Campaign.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Director, Transportation Planning for approval and execution.


for LARRY S. BONINE
Director

BE IT RESOLVED on this day, that I, the undersigned G. Kenneth Driggs, as Executive Director of the Regional Public Transportation Authority, have determined that it is in the best interests of the Regional Public Transportation Authority, to enter into an agreement with the Arizona Department of Transportation, Highways Division, for the purpose of defining responsibilities for the FY 95-96 Clean Air Campaign.

Dated this 18, day of Oct, 1995

By: G. Kenneth Driggs
G. Kenneth Driggs
Executive Director
Regional Public Transportation Authority

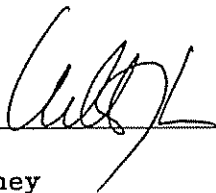
JPA 95-162

APPROVAL OF THE MARICOPA COUNTY

REGIONAL PUBLIC TRANSPORTATION AUTHORITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY and declare this agreement to be in proper form and within the powers and authority granted to the Authority under the laws of the State of Arizona.

DATED this 19 day of October, 1995.



Attorney

STATE PLANNING RESEARCH REQUEST FORM

Clean Air Force Campaign 1995-96

Problem

In 1986, the Phoenix Chamber of Commerce began the Clean Air Force Campaign to address air pollution in the metropolitan area. The Campaign is a major education and awareness program to encourage commuters to voluntarily choose an alternate mode of commuting at least one day per workweek.

The Campaign has six sponsors who provide financial support and/or who develop policies, guidelines and goals of the campaign. The sponsors are:

- Arizona Department of Transportation (ADOT)
- Phoenix Chamber of Commerce
- Arizona Department of Environmental Quality (ADEQ)
- Regional Public Transportation Authority (RPTA)

Prior Progress

The Clean Air Campaign for the first time in its campaign changed its slogan from "Don't Drive One in Five" to Let's Clear the Air" and targeting Thursday as the day to choose an alternate mode of commuting. In addition, a new consultant, EB Lane, was selected to carry out this marketing approach. Promotional events for FY 1995 included among others, the Kick-off event, free DASH week, ride your bike to work day, and awards ceremony. Promotional materials included quarterly clean air kits for large employers, billboards, transit shelter posters, exterior bus sides ads, fliers, and various PSAs.

Objective

The primary objective of this project is for ADOT to continue serving as a major sponsor to assist in developing the policies, guidelines and goals of the campaign. Specifically, the project includes funding educational and promotional activities to encourage alternate modes of transportation.

Tasks

The following tasks will take place during a period beginning October 1, 1995 and ending September 30, 1996. The RPTA is responsible to ADOT for this IGA and the tasks and products therein.

Printing, copying, graphics for promotional materials for major employers; promotion or public relations activities (\$43,750).

STATE PLANNING RESEARCH REQUEST FORM
Clean Air For Campaign, Page 2

Product Summary

Products for FY 1996 will include monthly progress reports documenting planning activities for the Campaign, selected dates for promotional activities and/or events, various promotional materials to be produced, and the extent of media coverage in the newspapers, television and radio stations. A Final Progress Report will be produced at the conclusion of the Campaign which will document the activities of the campaign, events, campaign results, extent of public relations and advertising, evaluation and recommendations.

Responsibility

Project Manager: Bill Sapper (Dottie Simons - Admin. Assistant)

Team: Transit

FUNDING - 1995-1996

SPR Funds	\$35,000
RPTA Match	8,750
 TOTAL	 \$43,750



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-2306-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of November, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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